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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The National Education Association of the United States

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Non-profit corporation organized by Act of Congress

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: NEA Members Insurance Trust
Internal
Address: _____

Street Address: 1201 16th Street, N.W.
City: Washington State: DC Zip: 20036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other trust (District of Columbia)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 16, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: M. Christopher Bolen
Internal Address: Womble Carlyle Sandridge & Rice

Street Address: Suite 400, 2530 Meridian Parkway

City: Durham State: NC Zip: 27713

6. Total number of applications and registrations involved: 5

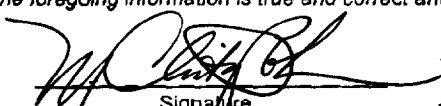
7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0517

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

M. Christopher Bolen  August 21, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481
02 FC:482

40.00 DP
100.00 DP

TRADEMARK
REEL: 002361 FRAME: 0654

ATTACHMENT TO RECORDATION FORM COVER SHEET

Continuation of Item 4, Recordation Form Cover Sheet for The National Education Association of the United States, dated August 21, 2001

A. Trademark Application Nos.

None.

B. Trademark Registration Nos.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>	<u>Register</u>
NEA HOME PROTECTION	2,063,237	5/20/97	Principal
NEA THREE WAY HOME PROTECTION	1,892,746	5/2/95	Principal
NEA MEMBERS INSURANCE TRUST	1,840,880	6/21/94	Principal
NEA DUES-TAB	1,869,931	12/27/94	Principal
NEA LIFE INSURANCE	1,869,930	12/27/94	Principal

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (this "Assignment") made as of January 16, 2001 (the "Effective Date"), is from THE NATIONAL EDUCATION ASSOCIATION OF THE UNITED STATES, a nonprofit corporation organized by Act of Congress ("NEA" or the "Assignor") to NEA MEMBERS INSURANCE TRUST, an ERISA-covered trust organized and operated under the laws of the United States and the District of Columbia, the trustees comprising Dennis Van Roekel, Robert H. Chanin, Chris Banks, Mary Lou Cameron and Judy L. Schaubach, each a citizen of the United States, and with its situs at 1201 16th Street, N.W., Washington, D.C. 20036 (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the record owner of the trademarks, service marks and registrations listed in Exhibit A (the "Marks"); and

WHEREAS, Assignor, to facilitate management and control of the Marks, has agreed to assign, transfer and convey to Assignee all worldwide right, title and interest in and to the Marks, together with all the goodwill of the business, and all common law rights, associated with the Marks; and

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in and to the Marks, together with (i) the goodwill of the business symbolized by the Marks, (ii) any and all common law rights, title and interest associated with the Marks, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Marks.
2. Assignor represents and warrants to Assignee that: (i) the Marks and use thereof do not and will not violate any trademark or other intellectual property rights of any third party; (ii) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Marks; and (iii) Assignor will not take any action to interfere with Assignee's worldwide right, title and interest in and to the Marks, the goodwill of the business associated therewith, and the common law rights therein and thereto.
3. Assignor further represents and warrants to Assignee that, upon the execution and delivery of this Assignment, Assignee will be vested with all worldwide right, title and interest in and to the Marks, free and clear of all liens, claims, licenses or other encumbrances.

4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, each of the parties executing below as Assignor has caused this Assignment to be duly executed on behalf of such party as of the Effective Date.

ASSIGNOR:

THE NATIONAL EDUCATION
ASSOCIATION OF THE UNITED STATES

By: Dennis Van Roekel

Printed Name: Dennis Van Roekel

Title: Secretary-Treasurer

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I, Peter J. McSorley, a Notary Public of MARICOPA County, of the State of ARIZONA, do hereby certify that DENNIS VAN ROEKEL personally appeared before me this day and, being by me first duly sworn, stated that he is duly authorized by The National Education Association of the United States to execute this document as a duly authorized act of such company.

WITNESS my hand and notarial seal, this 10 of August, 2001.

Peter J. McSorley
Signature of Notary Public

My Commission Expires: 2/27/04

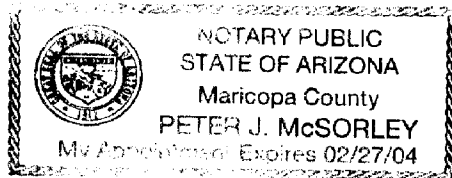


EXHIBIT A

List of Trademarks / Service Marks

A. Registered Marks.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>	<u>Register</u>
NEA HOME PROTECTION	2,063,237	5/20/97	Principal
NEA THREE WAY HOME PROTECTION	1,892,746	5/2/95	Principal
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